

RASHTRIYA ISPAT NIGAM LIMITED
VISAKHAPATNAM STEEL PLANT
MARKETING DEPARTMENT – BYPRODUCTS SECTION
VISAKHAPATNAM - 530 031

TEL: 0891 2518030

FAX: 0891 2518474

REF: VSP/MKTG/BP/TENDER NOTICE NO/15-16/02

DT. 14.05.2015

Sub: Notice inviting open tender for sale of Spillage Lime Inside CRMP

1. Sealed tenders are invited for the following item for sale on “As is where is” and “No complaint” basis from Visakhapatnam steel Plant on ex-works basis. The tender will be received up to **3.00 PM** on **10/06/2015** and will be opened at **3.30 PM** on **10/06/2015**.

Location	Product	Approx. Qty (Mt)	Min. Qty (Mt) to be quoted
CRMP	Spillage Lime Inside CRMP	1800 MT	1080 MT

2. Tender document (s) with detailed terms and conditions of sale and description of material can be obtained from Marketing By-products at free of cost on all working days till **09/06/2015** up to **5.00 pm**. The documents along with terms and conditions can also be down loaded from our website www.vizagsteel.com. The filled in tender documents shall be accepted at Marketing Department, By-products section “D” Block, Project Office, Visakhapatnam Steel Plant, Visakhapatnam-530 031.
3. EMD shall be submitted in the manner prescribed in the terms and conditions. Tenders without EMD will be summarily rejected.
4. Price Bid, EMD and Tender documents shall be submitted strictly in the manner prescribed under clause no:4.0 of Terms & Conditions of tender, to avoid rejection of tender.
5. The material can be inspected on all working days, except Sundays and holidays between 10.00 AM to 5.00 PM with prior permission.
6. Tenders received in the tender box at the address mentioned at point No.2 above, will be opened in the presence of tenderers who are present on the date and time.
- Tender Receipt : **Date : 10/06/2015 Time 3.00 PM**
Tender opening (EMD bid) : **Date : 10/06/2015 Time 3.30 PM**
Tender opening(Price bid) : **Date : 12/06/2015 Time 3.30 PM**
7. Duration of completion of lifting from the date of issue of Letter of Acceptance of Offer letter shall be as per terms and conditions of the tender.
8. The offers shall be kept valid for a period of **1(One) month** from the date of opening of price bid.
9. The job will be awarded to TWO agencies to enable regular lifting. If H-1 price is accepted distribution of total quantity will be in the ratio of 60:40 to H-1 and other tenderers provided H-2, or whoever matches the H-1 price. In case no tenderer matches the H-1 price the total quantity shall be awarded to H-1 at H-1 price provided they agree.
10. The tenderer shall possess valid PF registration , ESI registration, Labour License and Insurance to Workmen and submit the same along with the tender documents or shall submit an undertaking stating that the same would be submitted to the concerned Engineer-in-charge before commencement of work
11. All the tenderers are specifically advised to go through the “Special Terms and Conditions” enclosed at “Annexure-D “before submitting their bids. Any conditional offers are liable for rejection.
12. RINL VSP reserves the right to reject any or all the offers without assigning any reason what so ever.

REGIONAL MANAGER
By Products Section

QUOTATION FOR SPILLAGE LIME INSIDE CRMP
(WRITTEN/TYPED ON ISSUED TENDER DOCUMENT OR ON TENDER'S LETTER HEAD)
(E M D IN A SEPARATE COVER)

SUB: Quotation against Tender Notice Ref.No. VSP/MKTG/BP/TENDER NOTICE NO/15-16/02
DT. 14.05.2015

FROM

TO

Rashtriya Ispat Nigam Limited
Visakhapatnam Steel Plant
Marketing Department
By-Products Section
Visakhapatnam 530 031

We quote our best rates as below:

Tender Notice Ref.No. VSP/MKTG/BP/TENDER NOTICE NO /15-16/02 DT. 14.05.2015

Item Description	Unit	Total	Quoted	Basic Rate*	Total value	EMD Amount
	Mt	Qty	Qty	Quoted (Rs)	(4x5)	
(1)	(2)	(3)	(4)	(5)	(6)	

Spillage Lime 1800 Mt
Inside CRMP

* Basic Rate quoted in words :

- * The rates quoted above are excluding Excise Duty, Sales tax, Octroi and other statutory levies applicable at the time of delivery, which will be paid as per clause 10.1 and 10.2 of the terms and conditions. Further, the Excise Duty as mentioned in the taxes and duties clause in the terms and conditions will be paid along with the taxes and other statutory levies in addition to the basic rates quoted above.
- The EMD of Rs 75,000/- is submitted in a separate envelope vide DD/Pay Order/Bankers Cheque No..... Dt.....drawn on payable at Visakhapatnam. (The DD should bear the purchasers name/ company name on the face of the instrument.)
- Loading of material into vehicles will be done by the Tenderer.
- Validity of this offer is **1 (One) month** from the date of opening of Price Bid.
- I/We abide by all the terms and conditions of VSP tender sales.

NOTE: Declaration form is enclosed.

Place:

Signature of the Tenderer

Date:

Seal of the Tenderer

Note to the Tenderers:

- 1) Minimum quantity of 1080 MT is to be quoted.

D E C L A R A T I O N

(TO BE TYPED ON THE TENDERER'S LETTER HEAD)

SUB: Declaration against Tender Notice Ref.No. VSP/MKTG/BP/TENDER NOTICE NO/15-16/02
DT. 14.05.2015 for Spillage Lime Inside CRMP

I/We have gone through the Terms and conditions of Sale by Tender and abide by the same. I/We here by declare that I/We visited and inspected the sample material at VSP's premises and satisfied myself/ourselves before submitting this tender about the condition, quality and specifications of the materials and have accordingly quoted.

Place :

Signature of the Tenderer

Date:

Seal of the Tenderer

RASHTRIYA ISPAT NIGAM LIMITED
VISAKHAPATNAM STEEL PLANT

GENERAL TERMS AND CONDITIONS

Tender Notice: Ref.No. VSP/MKTG/BP/TENDER NOTICE NO/15-16/02 DT. 14.05.2015

1.0 PREAMBLE:

Sale of material through tender from ex-plant will be governed by the tender conditions herein contained.

Materials will be sold on “As is where is” and “No complaint” basis. No test certificate will be issued for the same.

The quantity indicated in the tender notice is only indicative and may vary upto (+/-) 30%. No claim of the tenderer on this account will be entertained.

2.0 INSTRUCTIONS TO THE TENDERER:

2.1 Tenders will be submitted in a sealed cover mentioning the relevant information like the name of the tenderer, tenderer no. lot no and tender opening date/time etc., on the cover in bold letters.

2.2 Tenders will be submitted in tender document issued by VSP wherever required or on the letterheads of the tenderers where no tender document is specified.

2.3 The tenderer should quote for the minimum quantity as specified in the notice inviting tender. The quantities indicated in the tender documents are only indicative and may vary upto (+/-) 30%. No claim on this account will be entertained. In case the tenderer quotes for a quantity less than the minimum quantity specified in the Notice inviting Tender, VSP at its discretion may reject any Tender quoted for the quantity below the minimum quantity.

2.4 Tenderers will quote the rates in figures and also in words and corrections, if any, will be initialed. In case of any discrepancy in words and figures, the rate quoted in words will govern and will be treated as final.

2.5 In case of discrepancy in the value with reference to the unit rate & the quantity vis-à-vis the total amount column, the unit rate quoted will be taken as final.

2.6 If due to any reason the tender opening postponed to any other date, the details will be displayed on the Notice Board of the company where Tenders are accepted and also the same will be intimated by post to all those parties who have purchased the Tender Document.

2.7 The Tender Opening will normally be done after closing time of the Tender in the presence of the Tenderers who are present unless due to unforeseen/unavoidable circumstances, the opening of Tenders is postponed. If the date of opening of the Tender is postponed due to any reason like Tender opening day happens to be a Holiday or due to any extraneous reasons Tenders cannot be opened, The Tenders will be opened on the next working day at the same hours. The slit for dropping of the documents will be sealed immediately after the time specified for receipt of tenders in Notice inviting Tender. No late Tenders will be accepted. Tenders will be opened in the presence of any Tenderers who choose to be present for witnessing the Tender opening and no intimation in this regard will be sent to the Tenderers individually.

- 2.8 Tenders will be accepted only at the address mentioned in the Notice inviting Tender.
- 2.9 Before submission of Tenders, the Tenderers may inspect the sample materials in terms of their condition, quality, quantity etc. No Complaint / Claim on this account will be entertained after submission of Tender.
- 2.10 Tenderers have to keep their prices valid as stipulated in Tender Document. Tenders received with validity period lesser than the stipulated time are liable for rejection.
- 2.11 Incomplete Tender or Tenders submitted with qualifying condition or with conditions at variance when compared to Terms and Conditions of Tender are liable for rejection.
- 2.12 Tenderer sending their tenders by Mail/ Courier will do so solely at their own Risk and VSP will not be responsible for any loss in transit or postal delay.
- 2.13 The tenderer should sign all the pages of the tender document as a token of acceptance

3.0 EMD

- 3.1 Amount of Earnest Money Deposit (EMD): EMD of Rs 75,000/- is required to be submitted along with the tender. No interest shall be payable on such EMD amount and on security deposit for the successful Tenderer.
- 3.2 Remittance of EMD will be only by Demand Draft / Banker's Cheques / Pay Orders in favor of "RASHTRIYA ISPAT NIGAM LTD" A/c (Tenderers name) payable at Visakhapatnam. Instruments of cooperative banks are not accepted.
- 3.3 All sales by Tender will be only against Tenders received with EMD specified in the Tender Notice. Tender quoted without EMD or submitted less than the specified EMD is liable for rejection.

4.0 SUBMISSION OF TENDER DOCUMENT

- 4.1 Tender will be submitted in Tender document issued by VSP wherever required or on the letterheads of the Tenderers where no Tender Document is specified.
- 4.2 Tender documents duly filled in & signed and put in a sealed cover mentioning the Tender Number on top of closed cover will be received in the Tender Box.
- 4.3 EMD, Tender documents and other relevant enclosures as per NIT shall be put in a sealed envelope super scribing "EMD bid"
- 4.4 Price Bid shall be submitted in a separate sealed envelope super scribing "Price bid".
- 4.5 Both the envelopes one for EMD and other for Price Bid will be kept in an outer envelop and submitted in a sealed condition super scribing, the Tender Notice No./ Dt. of Tender opening / Time.
- 4.6 The tenderers are required to submit such sealed envelopes in the "TENDER BOX" kept at the designated place as mentioned in the "Notice Inviting Tender"

5.0 EMD /SD/ REFUND / FORFEITURE:

- 5.1 In respect of the successful tenderer, the EMD on acceptance of the tender and award of the contract will automatically be converted into security deposit (SD) towards faithful and satisfactory performance of the contract. In respect of unsuccessful tenderers, the EMD will be returned after finalization of Tender.

- 5.2 In case the tenderer withdraws his offer before expiry of the validity or does not execute the contract as per the acceptance given by RINL, the EMD / SD as the case may be will be forfeited.
- 6.0 ISSUE OF ACCEPTANCE OF OFFER LETTER/CONCLUSION OF CONTRACT:
- 6.1 RINL, VSP shall issue Acceptance of Offer Letter to the successful tenderers which shall be conclusion of contract.
- 6.2 Such Acceptance of Offer letter shall be issued based on final rates quoted by the successful tenderer and accepted by VSP at the terms and conditions finally approved by VSP.
- 7.0 FINANCIAL ARRANGEMENT:
- 7.1 The successful tenderer should pay 100% of the value of the material including taxes and duties etc Offer Wise by RTGS/DD/Pay order/ Banker's Cheque drawn in favour of Rashtriya Ispat Nigam Limited, Payable at Visakhapatnam bearing the buyer's name on the face of the instrument along with the C/D form or any other Sales Tax Form as required. Otherwise full tax will be collected. The amount so collected will be adjusted against the invoices for the actual quantity delivered. The balance surplus deposits/advance will be refunded to the successful bidder after completion of the contract. In case of difficulty in obtaining the purchaser's name on the face of the instrument from bank, a letter from the bank shall be obtained confirming that the said instrument was issued to the purchaser.
- 7.2 The successful tenderer has to pay full amount as indicated in the Offer Letter issued for (pro-rated monthly contract quantity) or (offered quantity during the month) whichever is less within 7 days from the date of Offer Letter.
- 7.3 The tenderer has to pay full amount as per the Offer Letter for enabling VSP to issue Delivery Orders for the pro-rata monthly quantity.
- 8.0 DELIVERY OF MATERIAL:
- 8.1 Material will be delivered Ex-Plant, Visakhapatnam and purchaser has to arrange his own transport. The loading of the material into the vehicles will have to be carried out by the successful tenderer with his own labour arrangement or loader. Schedule of the vehicles to be placed shall be given by the Engineer-in Charge of respective works division.
- 8.2 Trucks will be placed at loading point as per the direction of VSP. Loading on trucks will be as per the instructions of VSP's representative at the place of loading. The tenderer will not be allowed to pick or choose the material. If any material other than subject tender material is found in the vehicles at time of the loading or weighment or at the time of issue of gate pass etc., suitable action will be taken as per the VSP rules and regulations and also considered the same as breach of contract under the tender.
- 8.3 The sale is on Ex-Plant basis. The risk and property of the material will pass on to the tenderer immediately after loading the materials into the vehicles.
- 8.4 Weight as per weighbridge of VSP will be final & no dispute will be entertained after the material leaves VSP premises.
- 8.5 If the tenderer intends to take the deliveries through his representative, he must authorize his representative by a letter of authorization giving name and details of such representative. The letter of authorization will be with the signature of the representative duly attested by the tenderer, who signed on the tender documents.

9.0 DELIVERY SCHEDULE / EXTENSION:

- 9.1 The tenderer should lift the quantity of lot quoted and accepted by the company within the stipulated period as per the special Terms & Conditions of the tender.
- 9.2 The successful tenderer shall deposit 100% advance payment Offer wise for lifting the material as per clause no:9.1 failure of which will be treated as breach of the contract and the company will forfeit the SD if lifting is not as per the satisfaction of Engineer-in-charge. Any losses due to such breach of contract on the part of the tenderer will also be recovered from any other amounts due to the bidder either under this tender or any other tender or contract.

10.0 TAXES & DUTIES:

- 10.1 The ED shall be charged as indicated in the Tender Notice. Cenvattable documents will be issued for the ED charged..
- 10.2 For the sales from Ex-Plant, Sales Tax, Octroi and other statutory levies etc. will be charged extra.
- 10.3 If the tenderer claims any sales tax exemption /concession under any form issued by any department other than sales tax authorities, the tenderer shall pay the difference between full applicable rate of tax and rate chargeable as per the concession form eligible as deposit. This deposit will be refunded after completion of Sales Tax assessment of the company provided such exemption/concession is allowed in assessment.

11.0 REFUND OF SD/ DELIVERY ORDER BALANCE / CLOSURE OF LOT:

- 11.1 The SD and balance refundable amount shall be released only after the receipt of the delivery completion report, closure of lot report, from the custodian of material and after adjusting any dues to VSP.

12.0 GENERAL:

- 12.1 In case payments are not made or material not lifted after making part/full payment as per the conditions of the tender, the company will have the full right to dispose of the material of any manner as it deemed fit. The tenderer will have no claim on such materials. In such case the SD shall be forfeited. For any losses on account of such failure by the tenderer, RINL shall have right to recover the losses apart from other rights available to RINL under the law. Decision of VSP will be final and binding in this regard. The tenderer is not liable for any gain on account of such acts of VSP.
- 12.2 If the fulfillment of the contract be rendered impossible by any executive or legislative act done by or on behalf of the Govt., the contract or any un-fulfillment part thereof will be cancelled.
- 12.3 The company at its entire discretion may terminate the contract without any notice to the tenderer in case there is any malafide intention noticed during lifting of materials from VSP. In the event of such termination of contract the SD will be forfeited.
- 12.4 Tenderer will not be entitled to claim any compensation of whatsoever nature if termination / cancellation is imposed by VSP for any reason.
- 12.5 Any damage caused to VSP's property or its contractor's personnel within VSP's premises by the tenderer during the operation of the contract will be to the tenderer's account and charges towards such damages are re recoverable from the tenderer..

- 12.6 All disputes of differences except where a decision is provided or where it is declared to be final it will be called excepted matters whatsoever arising between the parties out of or relating to the construction, manning and operation or effect of this contract or breach thereof will be settled by arbitration in accordance with the rules of arbitration of the Indian Council of Arbitration and award made in pursuance thereof will be binding on the parties.
- 12.7 All suits or proceedings relating to any dispute or any claim arising out of or in the course of performance of the contract will be filed only in the appropriate court at Visakhapatnam .
- 12.8 In case of any conflict between the above clauses and the Special Terms and Conditions, the Special Terms and Conditions clauses prevail over these clauses.

SPECIAL TERMS AND CONDITIONS FOR SPILLAGE LIME INSIDE CRMP

1. The material is to be collected by cleaning the floor areas of Kiln operator building (KOB), contact cooler platform, conveyor galleries, flux storage building area, ground floor area of lime plant etc. as shown by representative of Engineer-in-charge. The total quantity available for the year 2015-16 will be approx 1800 mt (+/- 30%). All the tenderers shall accept the change in quantity due to any reason as finalized by RINL, VSP.
2. It is required to engage 5 to 6 laborers daily for cleaning of the floor area, for loading and allied activities like collecting the materials from different locations, bagging etc. These loading and allied activities rests with the customer and the customer shall be responsible for fulfillment of all the statutory rules and regulations laid down by the Contract Labour Cell and Safety Engineering Dept of RINL which are subject to change from time to time.
3. Lime is generated by calcining Lime Stone. When the Lime comes into contact with water, exothermic reaction takes place, resulting in heat generation. So special care to be taken during transportation / handling of lime during rainy season.
4. Loading of the material into the trucks is to be arranged by the Tenderer only. In critical areas material has to be bagged and loaded and bag should be supplied by the tenderer. Trucks after loading must be covered with tarpaulin.
5. As the material is coming out of the cleaning of floor, the specification of the material may vary and also some foreign agglomerated material may be present.
6. All persons employed by the tenderer should undergo safety induction training conducted by VSP and they should work only in the designated area.. The movement in other areas is prohibited.
7. The tenderer should bring all tools and tackles required to carry out the job.
8. Safety appliances required for handling the lime fines and personal protection appliances should be provided by the tenderer.
9. Smoking is strictly prohibited in the working plant area.
10. The work area should be thoroughly cleared by the tenderer after completion of their job to the satisfaction of the Engineer-in-charge
11. Since the work involves deployment of Labour the tenderer should Produce copies of valid PF & ESI Registration certificates and a copy of valid Labour License wherever applicable along with their bid documents or shall submit the same to the concerned Engineer-in-charge before commencement of work. Insurance policy shall be taken covering all the workmen against injury, permanent disability, death etc., which shall be effective from the date of commencement of contract and cover the entire contract period, under Workmen's Compensation Act.
12. The tenderer is required to take third party liability insurance policy as per the Indian Workmen's Compensation Act , at his cost as per the satisfaction of Engineer-in-Charge.

13. The tenderer should ensure to follow all statutory requirements regarding workmen during the contract period to carry out the job as described above. All clearances from the competent authority may be obtained to follow the statutory requirements by the successful tenderer/contractor at his cost.
14. The tenderer shall suspend the work as per the instructions of Engineer-in-charge as and when directed.
15. The tenderer shall follow the safety regulations / instructions of VSP staff from time to time.
16. The tenderer shall ensure that while working at different floors, there is no damage to equipment or any other parts.
17. The tenderer shall follow the route specified from time to time by VSP for transportation of Lime.
18. The tenderer should provide a supervisor to oversee the operations and to coordinate with VSP staff.
19. The tenderer should work only between 6.00 AM to 6.00 PM..
20. **Payment Terms :** The successful tenderer has to pay full amount as indicated in the Offer Letter issued for (pro-rated monthly contract quantity) or (offered quantity during the month) whichever is less within 7 days from the date of Offer Letter.
21. **Period of Contract :** One Year from the date as mentioned in the LOI.
22. If the tenderer could not arrange labour for collecting the material and lift as per the directions of Engineer-in-charge , the work shall be got done by any other agency at the risk and cost of the tenderer.
23. The tenderer has to quote for a minimum quantity of 1080 mt and the job shall be awarded to two agencies to enable regular lifting.
24. For all purposes the Engineer-in-charge for the work shall be the representative from CRMP department.
25. As spillage material quantity generation is unpredictable, the available quantity may widely vary on day to day basis. The total quantity available for the year 2015-16 will be approx. 1800 mt +/- 30%. Minimum quantity to be lifted per month will be 105 MT or the quantity offered during the month whichever is less. The yearly quantity may also vary depending upon the SMS lime consumption.
26. **Lifting Terms:** Minimum quantities to be lifted per month will be (70% of the monthly pro-rated contract quantity) or (quantity offered during the month) whichever is less. If there is failure in 3 consecutive months, in fulfilling the minimum lifting criteria as mentioned above or failure to lift the (minimum 70% of total contract quantity) or (total offered quantity) whichever is less during the contract period, the full SD will be forfeited and contract shall be summarily closed. In case of failure in lifting minimum quantities is due to the lesser availability, order will not be cancelled and SD will not be forfeited. To this effect Engineer-in-charge has to certify the availability on monthly basis and also at the end of the year along with performance of the tenderers.
27. **Monthly Penalty :** Minimum quantities to be lifted per month will be (70% of the monthly pro-rated contract quantity) or (quantity offered during the month) whichever is less. Penalty of Rs.50/Mt shall be charged for the short lifted quantity wrt (70% of the monthly prorated contract Qty) or (Quantity offered during the month) whichever is less. Security deposit @ Rs.50/Mt for quarterly prorated quantity has to be deposited by the Purchaser. In case the above amount is found inadequate / adjusted against penalties, the Purchaser has to deposit further amount so as to maintain a minimum deposit as stated above. Month shall mean 30 days period from the date of issue of LOI and subsequently each 30 days period shall be considered as a month.
28. **Indicative Specifications of Spillage Lime Inside CRMP is as follows:**

Sl No	Ca O	Mg O	SiO ₂	Al ₂ O ₃ %	Fe ₂ O ₃ %	LOI%
1	83.9%	3.87%	0.97	0.19	0.38	10.69

- a) However, available CaO percentage may vary from 70 - 85%.
- b) MgO may vary from 2 to 7%.
- c) The composition may widely vary during rainy season and during change of raw material.
- d) As the material is coming out of the cleaning of floor, the specification of the material will vary and also some foreign agglomerated material may be present.

RASHTRIYA ISPAT NIGAM LIMITED
VISAKHAPTNAM STEEL PLANT
MARKETING DEPARTMENT
BY-PRODUCTS SECTION
ROOM NO 58 "D" BLOCK, PROJECT OFFICE
VISAKHAPTNAM

NOTICE INVITING TENDER (NIT)

SEALED TENDERS ARE INVITED BY RINL FOR SALE OF SPILLAGE LIME INSIDE CRMP

TENDER NO	NOTICE	PRODUCT	APPROX.QUANTITY FOR SALE (MT)	MINIMUM QTY TO BE QUOTED (MT)
VSP/MKTG/BP/TENDER NO:/15-16/02 DT. 14.05.2015	NOTICE	SPILLAGE LIME INSIDE CRMP	1800 MT (+/- 30%)	1080 MT

Cost of tender documents: : Nil

Last date and time issue of tender documents: 09/06/2015 Time 5:00 PM

Tender Receipt : Date 10/06/2015 Time 3.00 PM
Tender opening (EMD bid) Date 10/06/2015 Time 3.30 PM
Tender opening (Price bid) :Date 12/06/2015 Time 3.30 PM

Minimum Quantity to be quoted: 1080 MT .

EMD Amount: Rs 75,000/- by way of DD/Pay Order/Bankers Cheque

Contact person: Shri P VenkataRaju Sr. Branch Manager Phone – 2518030

The detailed NIT is available at VSP web site : www.vizagsteel.com

GVS Reddy
Regional Manager(Byproducts)